

**ALPHA INSPECTIONS, INC**  
**15141 Bridgedale Court**  
**Clermont, FL 34715**

**Contract for Municipal  
Inspection Services  
("Agreement")**

**THIS AGREEMENT** is made as of the 1st day of April, 2022, ("Effective Date") between Alpha Inspections, Inc., a Florida corporation, whose address is 10027 Tween Waters Street, Clermont, Florida 34715 ("Agency"), and the Town of Howey-in-the-Hills, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is 101 N. Palm Ave, Howey-in-the-Hills, Florida 34737 ("Municipality").

**WHEREAS**, the Municipality requires a highly qualified, professional inspection service, to inspect building and mechanical installations for new construction in compliance with the Florida Building Code, and

**WHEREAS**, Agency proposes to provide inspection services for the Municipality including inspectors and meeting the Municipality's needs for such inspections,

**NOW THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Agency will provide for the Municipality, inspectors whose duties shall be the inspection of new construction, including plan review and field inspections and other such installations as required by the Municipality.
2. All inspectors shall be BCAI certified in construction, HVAC, Electrical and Plumbing or as otherwise required by the State of Florida, for the disciplines in which they practice.
3. If and to the extent allowed by law, each party hereby agrees to indemnify and hold the other party harmless for, from and against any and all claims, liens, causes of action, damages, liabilities or obligations which arise out of or are in any way related to the acts or omissions of the indemnifying party or its public officials, officers, directors, employees, agents, guests and invitees in connection with this Agreement, including but not limited to costs, expenses and reasonable attorney's fees incurred in connection with defending against any such matters. The Agency agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). A certificate of insurance indicating that such policies are in full force and effect will be supplied to the

Municipality. The Municipality agrees to provide to the Agency proof of the existence of comprehensive general liability insurance upon request.

4. All permit fees for the services performed by the Agency for the Municipality shall be collected by the Municipality. The amount of the permit fees to be collected by the Municipality are set forth in Exhibit 1 (Fee Schedule) of this Agreement, and represent the minimum fees that may be collected by the Municipality, which may be amended from time to time by the City Council. The Municipality shall compensate the Agency at a rate of seventy percent (70%) of the permit fees collected. The Agency shall invoice the Municipality for the services provided on a monthly basis. The Municipality shall pay the invoiced amounts to the Agency within thirty (30) days from the date that the invoice is delivered to the Municipality. In the event that payment is not made by the date due, then past due amounts shall bear interest at the rate of 1.5% per month, or the highest rate allowed by law, whichever is less. In addition, if the Municipality fails to make payment when due, and such failure continues for five business days after written notice from Agency, then Municipality shall be in default of its obligations under this Agreement. In the event that the Municipality disputes the amounts set forth in an invoice, the Municipality shall pay to the Agency any and all undisputed amounts by the date due and submit written notice of the disputed amount, with details of the nature of the dispute and the services disputed. Disputes must be submitted in writing within thirty (30) days of the date of delivery of the invoice. If the dispute is resolved against the Municipality, then the Municipality shall pay such amounts plus interest (1.5% per month) accruing since the date originally due. Any payments shall be applied first to any penalties owed, then to any interest owed and then to oldest to newest principal owed.
5. The municipality shall provide a permit tech whose duties shall include calculating permit fees, documenting inspection and permit activity, providing reports to outside agencies as needed, answering phone calls related to permits, providing simple zoning clearances for fences, sheds and SFRs in platted subdivisions, and other duties normally associated with the permit tech job title, or as mutually agreeable to the Municipality.
6. From time to time, at the direction of the Municipality, the Agency shall perform inspections for which no permit fee is required to be collected by the Municipality such as complaints and property maintenance inspections, and inspections from permits issued prior to the effective date of this contract. The Agency shall perform such inspections and forward the resulting reports and findings to the appropriate person(s). The Municipality shall compensate the Agency for any such activities, inspections, reports and meetings relating to such duties where a fee is not generated at a rate of \$65.00 per hour, during normal business hours and \$150.00 per hour during holidays and weekends.
7. The Agency will recognize the Municipality's Holiday schedule in the Agency's time off policy. The Municipality shall provide the Agency with an annual Holiday schedule. During official holidays, no inspections or office hours will be performed unless previously approved by the Town Administrator.

8. During the term of this Agreement, and for a period of six (6) months after termination of this Agreement, the Municipality shall not negotiate, solicit, employ, contract or hire, any inspector or employee of the Agency, or any former inspector or employee of the Agency who had been employed with the Agency within the previous six (6) months. In the event that the Municipality breaches this Paragraph 7 of this Agreement, the Municipality agrees that on request by the Agency the Municipality will discharge that employee, or pay to the agency a fee of fifty thousand dollars. Such prohibition of employment or contracting with the former employee of the Agency shall include the employment or contracting by the Municipality of any individual, corporation, partnership, limited liability Company, or other entity, in which the former employee of the Agency is employed or contracted. The remedies set forth herein are in addition to any other remedies provided by law. The rights and obligations of this Paragraph 7 shall survive the term and expiration or termination of this Agreement.
9. If a court of competent jurisdiction finds or holds any part of this Agreement to be invalid or unenforceable for any reason, then only the invalid or unenforceable provision or section shall be affected and the remaining portions of this agreement shall remain and continue in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provisions.
10. The term of this Agreement shall be five (5) years, commencing on the Effective Date of this Agreement ("Term"). Either party may terminate this Agreement "for cause". "For cause" shall be defined as a breach or failure to adhere with the obligations, terms or conditions of this Agreement. Termination "for cause", relating to breaches or failures to adhere other than payment (as set forth in Paragraph 4) shall only be permitted in the event that the breach or failure to adhere with the obligations, terms or conditions of this Agreement continue for sixty (60) days after delivery of written notice to the breaching party. If the breach or failure is related to payment for services invoiced, then the time provisions in Paragraph 4 shall control. In the event that the "for cause" is of the type that should not be permitted to be cured, then the non-breaching party shall give the breaching party one hundred twenty (120) days' notice, in writing, after which the Term of the Agreement shall be terminated. In the event that the Agreement is terminated "for cause" the Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of termination. In addition, the Agreement may be terminated by either party, without "cause", with one hundred twenty (120) days written notice. However, this Agreement shall not be terminated by the Municipality, within the four (4) months immediately following the seating and swearing-in of one or more new council members. If the Municipality terminates the Agreement without "cause" before the end of the Term, then the Municipality shall pay a lump sum "termination fee" to the Agency. The "termination fee" shall be 50% of the average monthly gross permit fees billed by the Agency over the past year immediately prior to the date of the notice of termination, multiplied by twelve (12). In addition, the Municipality shall compensate the Agency on or before the effective date of the termination, for any and all services provided prior, through and including the effective date of the termination. This agreement will

automatically renew for an additional five-year term unless either party provides written notice to the other party no less than 120 days prior to the expiration of a term.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules, and jurisdiction shall lie only in Lake County, Florida.
12. This Agreement, including any exhibits attached hereto, constitutes the entire and final Agreement and understanding of the parties as to the matters contained herein, and supersedes all prior agreements relating to the dealings of the parties. This Agreement shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
13. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
14. The Municipality shall provide for the Agency office space, applicable forms, desks, desk chairs, file cabinets, local phone service and use of a computer, photocopier and fax machine for the Agency during the Term of this Agreement. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.
15. The Agency agrees to provide the services set forth herein commencing the Effective Date of this document or as mutually agreeable.
15. The prevailing party in any dispute under this Agreement, or any provision under this Agreement, shall be entitled to all reasonable costs and expenses and attorneys' fees, including trial and appellate and bankruptcy proceedings in connection with any litigation or arbitration, if mutually agree, or threat thereof, pertaining to the interpretation, obstruction or enforcement of this Agreement.
16. Any individuals signing on behalf of legal entities represent, by their signature, that they have the authority to bind that legal entity.
17. The Agency shall comply with the public records laws set forth in Chapter 119, Florida Statutes, and any successor statute. Specifically, the Agency shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the Municipality in order to perform the service;
  - b. Provide the public with access to public records on the same terms and conditions that the Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or 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;
- d. Meet all requirements for retaining public records and transfer, at no costs, to the Municipality all public records in possession of the Agency upon termination of the contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Municipality in a format that is compatible with the information technology systems of the Municipality.

18. Neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of such an event.

19. Any notices provided by one party to the other party pursuant to this Agreement shall be in writing and deemed given on (i) the date delivered, if delivered personally, by facsimile or e-mail (or the next business day if delivered on a weekend, legal holiday or after 5:00 pm on a business day); or (ii) the business day after dispatch if sent by overnight courier; or (iii) the third business day after dispatch if sent by US Mail. All notices shall be addressed as follows:

IF TO AGENCY:  
ALPHA INSPECTIONS, INC.  
Attn: Jennifer Murphy, President  
15141 Bridgedale Court  
Clermont, Florida 34715

IF TO MUNICIPALITY:  
Town of Howey-in-the-Hills  
Attn: Town Administrator

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\_\_\_\_\_

\_\_\_\_\_  
**JENNIFER MURPHY, PRESIDENT**  
**ALPHA INSPECTIONS INC (AGENCY)**

\_\_\_\_\_  
**DATE**

# **EXHIBIT 1**

## **FEE SCHEDULE**

| Building Permit Fees |  |                                   |
|----------------------|--|-----------------------------------|
| a)                   | Administrative fees  |                                   |
|                      | Double permit fee for all work that started prior to permit issuance (per Florida Building Code) |                                   |
|                      | 1) Failure to call for an inspection   | 50.00                             |
|                      | 2) Re-inspection fee   | 50.00                             |
|                      | 3) Zoning fee  | 75.00                             |
| b)                   | Agricultural buildings   |                                   |
|                      | 1) New structures  | 9.00 per thousand total valuation |
|                      | Minimum permit fee   | 60.00                             |
|                      | 2) Additions & remodel   | 9.00 per thousand total valuation |
|                      | Minimum Permit Fee   | 60.00                             |
|                      | 3) Plan Review   | 0.25 per thousand total valuation |
|                      | Minimum permit fee   | 60.00                             |
|                      | 4) Plan Revision Fee   | 60.00                             |
| c)                   | Commercial Buildings   |                                   |
|                      | 1) New structures  | 9.00 per thousand total valuation |
|                      | Minimum permit fee   | 75.00                             |
|                      | 2) Additions   | 9.00 per thousand total valuation |
|                      | Minimum permit fee   | 75.00                             |
|                      | 3) Remodel   | 9.00 per thousand total valuation |
|                      | Minimum permit fee   | 75.00                             |
|                      | 4) Accessory structure   | 9.00 per thousand total valuation |
|                      | Minimum permit fee   | 75.00                             |
|                      | 5) Roof/reroof   | 9.00 per thousand total valuation |
|                      | Minimum permit fee   | 75.00                             |
|                      | 6) Plan review   | 2.00 per thousand total           |

|    |                       |  |   |
|----|-----------------------|--|---|
|    |                       |  | valuation   |
|    |                       | Minimum fee  | 180.00  |
|    |                       | Plan revision fee  | 100.00  |
|    | 7)                    | Change in occupancy or use   | 150.00 per thousand total valuation                 |
|    | 8)                    | Other  | 7.00 per thousand total valuation                   |
|    |                       | Minimum permit fee   | 75.00   |
| d) | Electrical permit     |  |   |
|    | 1)                    | For new structures, additions & alterations  | 0.90 per thousand total valuation plus min. fee     |
|    |                       | Minimum permit fee   | 60.00   |
| e) | Gas Permit            |  |   |
|    | 1)                    | For new structures, additions & alterations  | 0.90 per thousand total valuation plus min. fee     |
|    |                       | Minimum permit fee   | 60.00   |
| f) | HVAC permit           |  |   |
|    | 1)                    | For new structures, additions & alterations  | 0.90 per thousand total valuation plus min. fee     |
|    |                       | Minimum permit fee   | 60.00   |
| g) | Plumbing permit       |  |   |
|    | 1)                    | For new structures, additions & alterations  | 0.90 per thousand total valuation plus min. fee     |
|    |                       | Minimum permit fee   | 60.00   |
| h) | Irrigation permit     |  |   |
|    | 1)                    | For new structures, additions & alterations  | 0.90 per thousand total valuation plus min. fee     |
|    |                       | Minimum permit fee   | 60.00   |
|    |                       | Minimum permit fee commercial  | 150.00 for first acre plus \$5.00 p/acre thereafter |
| i) | Mobile home permit    |  |   |
|    | 1)                    | Minimum for building only, does not include accessory structures, includes elec., mech. & plumb. permits | 270.00  |
| j) | Razing fee            |  |   |
|    | A.                    | 50.00 for the first 2,000 sq. ft. of floor area of the perimeter without utilities.                      |   |
|    |                       |  | 18.00 per 1,000 sq. ft. of floor area thereafter.   |
|    | B.                    | 80.00 for the first 2,000 sq. ft. of floor area of the perimeter with out utilities.                     |   |
|    |                       |  | 30.00 per 1,000 sq. ft. of floor area thereafter.   |
| k) | Residential buildings |  |   |
|    | 1)                    | New construction   | 5.50 per thousand total                             |

|  |                        |   |                                   |
|--|------------------------|---|-----------------------------------|
|  |                        |   | valuation                         |
|  |                        | Minimum permit fee  | 60.00                             |
|  | 2)                     | Alterations & remodel   | 7.50 per thousand total valuation |
|  |                        | Minimum permit fee  | 60.00                             |
|  | 3)                     | Accessory structures  | 7.50 per thousand total valuation |
|  |                        | Minimum permit fee  | 60.00                             |
|  | 4)                     | Re-roof   | 60.00                             |
|  | 5)                     | Plan review   | 0.50 per thousand total valuation |
|  |                        | Minimum fee   | 60.00                             |
|  |                        | Plan revision fee   | 60.00                             |
| I)   | Individual permit cost |   |                                   |
|  | 1)                     | Re-roof   | 60.00                             |
|  | 2)                     | Fence—bldg. \$60.00 & \$75.00 zoning                                      | 135.00                            |
|  | 3)                     | Sheds—bldg. \$60.00 & \$60.00 plan review & \$75.00 zoning fee            | 195.00                            |
|  | 4)                     | Doors—bldg. \$60.00   | 60.00                             |
|  | 5)                     | Windows—bldg. \$60.00   | 60.00                             |
|  | 6)                     | Irrigation—residential \$60.00  | 60.00                             |
|  | 7)                     | Awnings—\$60.00   | 60.00                             |
|  | 8)                     | New meter box—\$60.00   | 60.00                             |
|  | 9)                     | Screen enclosure—bldg. \$60.00 & plan review \$60.00 & zoning fee \$60.00 | 195.00                            |
|  | 10)                    | Above grnd. pool—bldg. \$60.00 & elec. \$60.00 & zoning fee \$60.00       | 195.00                            |
|  | 11)                    | Patio—bldg. \$60.00 & zoning fee \$75.00                                  | 135.00                            |
| The value of construction for permits will be determined by the most recent publishing of the ICC (International Code Council), building valuation data, to estimate per square foot value including the regional modifier, of all areas under roof according to the type of construction and use. |                        |   |                                   |