

**SECOND AMENDMENT TO
CONTRACT FOR BUILDING OFFICIAL, PLAN REVIEW
AND INSPECTION SERVICES**

This Second Amendment is made as of the ____ day of _____, 2023 by and between the TOWN OF JUNO BEACH, a Florida municipal corporation, hereinafter referred to as TOWN, and DIVERSIFIED BUILDING DEPARTMENT MANAGEMENT CORP, a Florida corporation, hereinafter referred to as CONTRACTOR, whose FEI Number is 46-0882396.

WHEREAS, based on the TOWN’s issuance of a Request for Proposals (“RFP”), the TOWN and CONTRACTOR executed a Contract for Building Official, Plan Review and Inspection Services dated September 15, 2020 (“Contract”); and

WHEREAS, the TOWN and CONTRACTOR subsequently executed an Amendment to the Contract dated August 24, 2022 to extend the term through September 30, 2024 and add a provision required by law; and

WHEREAS, the bid proposal submitted by CONTRACTOR in response to the RFP was based on the TOWN collecting a building permit fee equal to three percent of the construction cost; and

WHEREAS, in order to comply with state law governing the collection and use of building permit fees, the TOWN is reducing the building permit fees, and the TOWN and CONTRACTOR wish to adjust the compensation paid to CONTRACTOR so that the TOWN maintains its revenue to cover its expenses, and CONTRACTOR maintains the same revenue as if the TOWN were still collecting the three percent fee.

NOW, THEREFORE, in consideration of the mutual promises contained in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the TOWN and the CONTRACTOR agree as follows:

1. The foregoing recitals are ratified and incorporated herein by reference.
2. Effective October 1, 2023, Article 3.A of the Contract is hereby amended to read as follows:

The TOWN agrees to compensate CONTRACTOR for Building Official, Plan Review and Inspection Services based on the following revenue share of building permit fees collected by the TOWN:

<i>Permit Amount:</i>	<i>Revenue Share (Town/Contractor):</i>
<\$4,999.99 (\$100 fee)	60%/40%
\$5,000 to \$1,000,000 (2% fee)	40%/60%
>\$1,000,000 to \$3,000,000 (1.75% fee)	40%/60%
>\$3,000,000 (1.5% fee)	30%/70%

In addition to the foregoing, CONTRACTOR shall perform Natural Disaster Services, including inspections and post-disaster building/property damage assessments at no cost to the TOWN.

3. All other provisions of the Contract, as amended, to the extent not expressly modified in this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF JUNO BEACH

CONTRACTOR:
DIVERSIFIED BUILDING DEPARTMENT
MANAGEMENT CORP.

BY: _____
TOWN MANAGER

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY